

LOAN AGREEMENT

THIS AGREEMENT is made on 1st July 2015

BETWEEN:

AS MONACO FOOTBALL CLUB SAM, affiliated to the French Football Federation and whose registered office is at Stade Louis II, 7 avenue des Castelans, 98014 Monaco, MONACO (further to be referred as "AS Monaco") and legally represented by its Vice-president – CEO, Mr. Vadim VASILYEV,

CHELSEA FOOTBALL CLUB LIMITED, affiliated to the English Football Association (English FA) and whose registered office is at Stamford Bridge, Fulham Road, London SW6 1HS, ENGLAND (further to be referred as "Chelsea") and legally represented by its Director, Mr. David BARNARD,

Radamel Falcao GARCIA ZARATE, Colombian Professional football player, (date of birth: 10.02.1986), (further to be referred as the "Player".)

Whereas:

- (A) AS Monaco states, declares and guarantees that it has 100% of the economic and federative rights of the player **Radamel Falcao GARCIA ZARATE**.
- (B) Chelsea wishes to acquire the Player's registration on a temporary basis and AS Monaco has agreed to make available to Chelsea on a temporary basis the services of the Player upon the following terms and conditions.
- (C) Chelsea wishes to enter into an employment agreement on a temporary basis with the player **Radamel Falcao GARCIA ZARATE** and AS Monaco has agreed to transfer the Player's registration on a temporary basis on the terms set out herein.
- (D) Chelsea also wishes to have the option to acquire the Player's registration on a permanent basis upon the expiry of the Player's temporary registration with effect from 1 July 2016 and AS Monaco has agreed to grant to Chelsea an exclusive and unilateral option to permanently register the Player with Chelsea on that basis (the "Option") and on the terms as set out herein.
- (E) The player **Radamel Falcao GARCIA ZARATE** is registered as a professional football player with AS Monaco under a professional playing contract and wishes to be transferred both on a temporary and on a permanent basis.
- (F) The parties set out herein the terms upon which they have agreed in respect of the Player's temporary transfer and the Player's potential future permanent transfer from AS Monaco to Chelsea.

NOW IT IS AGREED as follows:

Temporary Transfer

1. - Loan

AS Monaco agrees to transfer on a temporary basis the registration rights of the Player to Chelsea for the 2015/2016 sporting season starting from 1 July 2015 and ending on 30 June 2016.

It is explicitly agreed that no fee is charged to Chelsea by AS Monaco for the temporary transfer of the Player's registration.

2. - Duration of the loan

The loan starts on 1 July 2015 and ends on 30 June 2016.

3. - Medical Insurance

Chelsea shall at its own cost provide private medical insurance for the Player in accordance with its standard medical insurance policy for Chelsea's players.

Option and Permanent Transfer

4. - Option for a permanent transfer

AS Monaco grants to Chelsea the Option to acquire the Player's registration with effect from 1 July 2016.

It is agreed that Chelsea may exercise the Option in its sole and absolute discretion by service of a notice in writing (the "Notice") to AS Monaco at any time on or before 20:00 (European time) on 29 April 2016 (the "Option Period").

If the Notice is served, Chelsea shall have up to 7 days to seek to agree personal terms with the Player and sign a new contract of employment, such period to commence from the opening day of the next following registration period. In the event that Chelsea agrees personal terms with the Player, AS Monaco shall do all things necessary to transfer the Player's registration to Chelsea, including but without limitation, completing and lodging any necessary regulatory forms and documents.

If the Option is exercised by Chelsea in accordance with this clause 4, in consideration of the permanent transfer of the permanent Player's registration, Chelsea agrees to pay to AS Monaco, via the accounts of the English FA, the sum of € 50,000,000 (Fifty Million Euros) as follows:

- (a) € 25,000,000 (Twenty Five Million Euros) within 7 days of satisfaction of the following conditions:
 - (i) the permanent transfer being confirmed and authorised by the FIFA TMS;
 - (ii) the Player signing a new contract of employment with Chelsea and being registered with, and granted eligibility to play for, Chelsea on a permanent basis by The FA and Premier League;
 - (iii) receipt, by Chelsea, of a valid invoice from AS Monaco.

- (b) € 25,000,000 (Twenty Five Million Euros) payable on or before 15 July 2017 subject to (i) the first instalment in 4(a) being due and payable; and (ii) the receipt, by Chelsea, of a valid invoice from AS Monaco.

These payments shall be paid to AS Monaco by means of wire transfer to the following bank account of Monaco:

Bank Name	Compagnie Monégasque de Banque
Address	23, avenue de la Costa – 98000 MONACO
Bank Code (BIC/SWIFT)	CMBMMCMX
IBAN	MC5817569000016055080000116

It is also agreed between the parties that in case Chelsea does not pay in time the amounts mentioned above, Chelsea will pay an annual interest rate of 8% prorata for each day of delay.

Agreement on the interest rate does not preclude AS Monaco to seek payment of damages that might arise as consequence as such delay payments.

Chelsea shall be entitled to deduct and distribute from each and every sum payable to AS Monaco the requisite amount of Solidarity (if any) which shall be due under Article 21 and Annex 5 of the FIFA Regulations on the Status and Transfer of Players ('the FIFA Regulations'), to any and all clubs, teams, national associations or other entities (excluding Monaco) which are entitled to be paid Solidarity under the FIFA Regulations.

General Provisions

5. - Conditions

Both Parties shall use all reasonable endeavours to ensure that the following conditions are satisfied on or as soon as possible after 1 July 2015 (the "Conditions"):

- (a) the Player and Chelsea have entered into a contract for Chelsea to employ the Player for a fixed term from 1 July 2015 to 30 June 2016;
- (b) Chelsea has obtained a work permit for the Player enabling him to play as a professional footballer for Chelsea;
- (c) confirmation in writing to Chelsea from The FA that the Player's International Transfer Certificate has been released; and
- (d) The FA and The Premier League have confirmed in writing to Chelsea that the Player has been registered as a Chelsea player.

If the Conditions are not fulfilled by midnight on 20 July 2015 (or such later date as agreed by both parties in writing), this Agreement shall be automatically determined. In such event:

- (a) this Agreement shall cease to have effect, save for clauses 7, 12 and 13;
- (b) neither party will be released from any liability or right of action or claim which at the time of determination had already accrued or may accrue in respect of any act or omission prior to determination.

6. - Player's agreement

The Player agrees to sign an employment contract with Chelsea for the period 1 July 2015 to 30 June 2016.

7. - Confidentiality

Subject to each party's announcement of the Loan, the terms of this Agreement are strictly confidential and shall at no time be divulged to a third party without the prior written agreement of both parties, save that either party may disclose the terms of this Agreement:

- (a) to any of its directors, shareholders, employees, representatives or professional advisors to the extent that disclosure is necessary for the purposes of this Agreement and where each party shall ensure that those to whom it discloses information comply with this clause;
- (b) where required to disclose by law or by the rules of any recognised stock or investment exchange, competent governmental or regulatory authority, or football governing body;
- (c) if and to the extent that the same shall have entered the public domain otherwise than by reason of unauthorised disclosure.

8. Warranties

AS Monaco hereby represents and warrants to Chelsea that:

- (a) it holds the Player's registration absolutely and the Player's registration is free from any contractual obligations with any other football club, intermediary or any other legal entity or person, including any so-called third party owner, and it is duly entitled to transfer the Player's registration unencumbered to Chelsea on a temporary basis;
- (b) it shall, and it shall procure that the Player shall, do all things necessary to transfer the Player's registration to Chelsea, subject to and in accordance with the rules of The FA and The Premier League and FIFA, including but without limitation promptly entering all relevant details into the FIFA Transfer Matching System and completing and lodging any necessary regulatory forms and documents;
- (c) from the date of his registration with AS Monaco and, so far as AS Monaco is aware, in respect of the period before the date of his registration with the AS Monaco, the Player has not been charged or found guilty of any doping offence under national and/or international anti-doping regulations and AS Monaco has disclosed to Chelsea any occasions for such period before or after his registration with AS Monaco upon which the Player has failed to attend any required anti-doping test and/or failed to comply with any requirements for providing any applicable whereabouts information pursuant to national and international anti-doping regulations.

Chelsea and AS Monaco represent and warrant unconditionally that they are entitled and authorised to sign and execute the terms of this Agreement.

9. Entire Agreement

This Agreement shall represent the entire understanding between the parties or their advisors in relation to the temporary transfer and the potential future permanent

transfer and it shall supersede all previous arrangements, written or verbal, between the parties relating to the subject matter hereof. A variation or alteration of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

10- Severance

If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.

11. - Notice

Unless otherwise specified elsewhere herein any notice to be given pursuant to this Agreement shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) registered first class mail; and/or (ii) personal by hand delivery or courier service; and/or (iii) facsimile transmission; and/or (iv) by email. Any such notice shall be deemed duly given as follows: (i) in the case of registered first class mail one business days from the date of posting; (ii) in the case of personal by hand delivery or courier service at the time of delivery; (iii) in the case of facsimile at the time of transmission from the sender's fax machine; and (iv) in the case of email, at the time of sending (provided that it is sent to both of the email addresses below). In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile transmission report (as the case may be). Where notice is served by emails and facsimile, the e-addresses and facsimile numbers for service are as follows:

	Tel	Fax	Email
AS Monaco	+377 9205 7473	+377 9205 2454	v.vasilyev@asmonaco.com dbique@asmonaco.com
Chelsea	+44 207 958 2190	N/A	david.barnard@chelseafc.com claire.hembrow@chelseafc.com

12. - Language


This Agreement is made in the English language. If there is any conflict in interpretation between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

13. - Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland and the FIFA Regulations. Any and all disputes will be handled by the competent FIFA committee. In the event that FIFA shall not be competent to hear any particular dispute arising out of or in connection with this Agreement, such dispute shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration of the Court of Arbitration for Sport. Any CAS proceedings shall be held in the English language.

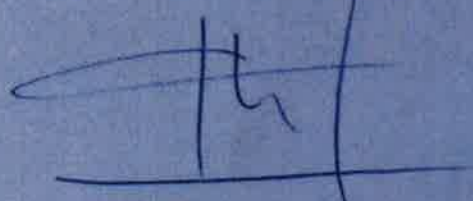
IN WITNESS whereof this Agreement has been duly executed on the date set out above by:

For CHELSEA FOOTBALL CLUB LIMITED



David Barnard
Director

For AS MONACO FC SAM



Nicolas HOLVECK
Deputy General Director

CHELSEA FOOTBALL CLUB
STAMFORD BRIDGE GROUNDS
FULHAM ROAD
LONDON SW6 1HS

The Player



Radamel Falcao GARCIA ZARATE